

Zuchaer & Zuchaer Consulting LLC
9594 NW 41st Street #206
Doral, FL 33178

January 24, 2019

Project Verte Inc.
c/o Continental Ventures
641 Lexington Avenue, 24th Floor
New York, NY 10022

Re: **Loan in original principal amount of \$4,000,000.00 (the “Loan”) made by Zuchaer & Zuchaer Consulting LLC (“Lender”) to Project Verte Inc. (“Borrower”)**

Dear Mr. Chaluts:

Reference is hereby made to the Loan made on August 17, 2018, by Lender to Borrower and that certain Promissory Note dated as of the same date (the “Note”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Note.

Borrower requested that Lender extend the Maturity Date of the Loan from August 17, 2019, to August 17, 2020 (the “Extended Maturity Date”). Lender has consented to the foregoing request subject to Borrower’s compliance with the terms of this letter agreement and the Note.

In consideration of the agreements set forth in this letter agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

I. Extension Option. The Maturity Date of the Loan shall be extended from the Maturity Date to the Extended Maturity Date (the “Extension Period”), provided that Borrower shall have delivered to Lender a countersigned copy of this letter.

II. Representations and Warranties. By countersigning this letter agreement below, Borrower remakes all representations and warranties contained in the Note.

Except as specifically modified hereby, all of the terms and conditions of the Note shall continue in full force and effect.

This letter agreement shall be deemed a “Loan Document” and shall not be modified orally, but only in writing executed by each of the parties hereto.

To facilitate execution, this letter may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this letter to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Such counterparts may be transmitted by email in .pdf format and shall be deemed originals for all purposes.

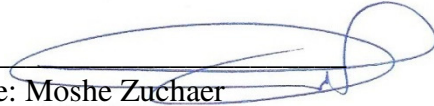
This letter agreement shall be construed and enforced in accordance with the laws of the State of New York.

[balance of page intentionally left blank; signatures commence on the following page]

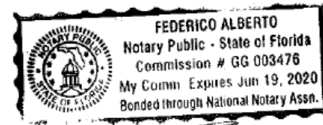
IN WITNESS WHEREOF, the parties hereto have executed this letter agreement as of the day and year first above written.

LENDER:

Zuchaer & Zuchaer Consulting LLC

By: 
Name: Moshe Zuchaer
Title: Owner

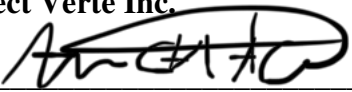
02/11/2019



ACCEPTED AND AGREED TO:

BORROWER:

Project Verte Inc.

By: 
Name: Amir Chaluts
Title: Vice President